

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division

IN RE:

GRECIAN WILLETTE THRIAS STANDLEY

Debtor

Chapter 13
Case No. 20-71174-FJS

PNC BANK, NATIONAL ASSOCIATION

Movant

Ref. Dkt. #40

v.

GRECIAN WILLETTE THRIAS STANDLEY
CHRISTOPHER D. STANDLEY, Co-Debtor,
and MICHAEL P. COTTER, Trustee

Respondents

**ORDER MODIFYING AUTOMATIC STAY AND
GRANTING CONTINGENT RELIEF FROM CO-DEBTOR AUTOMATIC STAY**

UPON CONSIDERATION of the Motion for Relief from Automatic Stay and Co-Debtor Automatic Stay (“Motion”) filed by PNC Bank, National Association (“PNC Bank”), any response thereto, the consent of the Debtor having been given, and good cause having been shown; and

WHEREAS, on or about September 19, 2011, Grecian W. Standley and Christopher D. Standley executed and delivered to PNC Mortgage, a division of PNC Bank, National Association a Note in the amount of TWO HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED

SEVENTY-EIGHT DOLLARS AND NO CENTS (\$276,678.00), plus interest at the fixed rate of 4.250% per annum to be paid over thirty (30) years; and

WHEREAS, to secure the repayment of the sums due under the Note, Grecian W. Standley and Christopher D. Standley executed and delivered to PNC Mortgage, a division of PNC Bank, National Association a Deed of Trust dated September 19, 2011, encumbering the real property ("Property") described as:

All that certain parcel of land situated in Suffolk City, Commonwealth of Virginia, being known and designated as Lot 125 as shown on that certain plat entitled "Plat of Subdivision of Burbage Acres (erroneously in prior deed is Burbage Acres) Section 2, Lots 13, 21-24, 49-50, 89-90 and 115-147 Owner/Developer Harbourview Partners Sleepy Hole Borough, City of Suffolk, Virginia" made by AES Consulting Engineers, dated March 29, 1996, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia, in Plat Cabinet 1, Slides 183-E; reference to which is hereby made for a more particular description of said property.

with the address of 6424 Aberdeen Place, Suffolk, VA 23435; and

WHEREAS, the Debtor has failed to make one (1) post-petition payment in the amount of \$1,646.08 for the month of April, 2021, one (1) post-petition payment in the amount of \$1,673.58 for the month of May, 2021, plus attorneys' fees and costs in the amount of \$1,038.00 for the filing of the Motion, less Debtor's suspense in the amount of \$225.82 and is in arrears post-petition for a total of \$4,131.84; and

WHEREAS, the Debtor and PNC Bank desire to resolve this matter without the risks and costs of litigation.

It is by the United States Bankruptcy Court for the Eastern District of Virginia, Norfolk Division,

ORDERED, that the automatic stay is modified as follows:

- (a) The Debtor shall cure the Arrearage due to the Movant in the amount of \$4,131.84 by making a lump sum payment in the amount of \$1,683.00 directly to PNC Bank on or before May 31, 2021 and shall cure the remaining balance in the amount of \$2,448.84 by making the following payments inclusive of the fees and costs (“Arrearage Payment”):

June 15, 2020	\$272.09
July 15, 2020	\$272.09
August 15, 2020	\$272.09
September 15, 2020	\$272.09
October 15, 2020	\$272.09
November 15, 2020	\$272.09
December 15, 2020	\$272.09
January 15, 2021	\$272.09
February 15, 2021	\$272.12; and

- (b) In addition to curing the Arrearage, the Debtor shall resume making regular monthly payments in the amount of \$1,673.58 subject to adjustment as due under the Note beginning with the June, 2021 monthly payment to be paid on or before June 1, 2021 and subsequent monthly payments continuing on the 1st day of each and every month thereafter until the Note is paid in full; and
- (c) The Debtor intends to cure the lump sum and Arrearage Payments from funds received from Debtor’s son, Christopher Standley, II and Debtor’s daughter, T'Moiya Troope, and those funds are gifts with no obligation of repayment by the Debtor; and
- (d) All payments must be sent directly to PNC Bank, Attn: Payment Services, 3232 Newmark Drive, Miamisburg, OH 45342; and it is further

ORDERED, that if any of the payments described herein are not timely made, then PNC Bank shall electronically file and serve a notice of default to Debtor's last known address, to her counsel at the address shown hereunder and to the Trustee and, if such default is not cured within ten (10) business days ("Cure Period") from the date noted on the certificate of service along with any payment that has become due subsequent to the Notice of Default then PNC Bank shall electronically file and serve a Notice of Intent to Foreclose to Debtor's last known address, to her counsel at the address shown hereunder and to the Trustee and are authorized to immediately exercise its legal rights under applicable law as to the Property. Furthermore, the Debtor may avail herself of only one (1) Cure Period during any twelve (12) month period. Upon the Debtor's second failure to remit a payment in compliance with this Consent Order, PNC Bank shall electronically file and serve a Notice of Intent to Foreclose to Debtor's last known address, to her counsel at the address shown hereunder and to the Trustee and is authorized to immediately exercise its legal rights under applicable law as to the Property; and it is further

ORDERED, that acceptance of any partial payments which do not provide to fully cure the amount stated in the Notice of Default and any subsequent payments which may become due does not constitute a cure of the default; and it is further

ORDERED, that PNC Bank shall promptly notify the Chapter 13 Trustee in writing of the results of any foreclosure of the subject deed and pay to the Chapter 13 Trustee any excess funds received from such foreclosure sale, to be disbursed upon further order of the Court; and it is further

ORDERED, that to the extent this case is dismissed, discharged or closed and payments on the Note are not contractually current, PNC Bank may exercise its legal rights under applicable law with respect to the Property; and it is further

ORDERED, that relief is granted as to Christopher D. Standley, the co-debtor, from the automatic stay imposed by §1301 to the same extent and on the same terms and conditions as granted as to the debtor.

BY THE COURT: Jun 28 2021

/s/ Frank J Santoro

Frank J. Santoro

Chief Judge

Entered on Docket:

Dated: Jun 28 2021

I ASK FOR THIS:

/s/Daniel K. Eisenhauer

Daniel Eisenhauer, Bar # 85252

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Leesburg, Virginia 20177

(703) 777-7101

SEEN AND AGREED:

/s/ John Russell Bollinger
Barry W. Spear, Esquire
John Russell Bollinger, Esquire
Liudmyla N. Mozgova, Esquire
Kathryne Mary Rose Shaw, Esquire
Jamie L. Winbury, Esquire
Boleman Law Firm, P.C.
Convergence Center III
272 Bendix Road, Suite 330
Virginia Beach, VA 23452
Attorneys for the Debtor
Re: Case No. 20-71174-FJS

SEEN:

/s/ Warren A. Uthe, Jr.
Warren A. Uthe, Jr., Esquire
Counsel for Michael P. Cotter, Trustee
Chapter 13 Trustee
870 Greenbrier Circle, Suite 402
Chesapeake, VA 23320
Re: Case No. 20-71174-FJS

CERTIFICATE OF NECESSARY PARTIES

I hereby certify pursuant to local rule 9022-1 (c) (1) that all necessary parties have endorsed the foregoing proposed order.

/s/Daniel K. Eisenhauer
Daniel Eisenhauer, Esquire

Copies to:

Daniel Eisenhower, Esquire
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Grecian Willette Thrias Standley
6424 Aberdeen Place
Suffolk, VA 23435
Debtor

Christopher D. Standley
6424 Aberdeen Place
Suffolk, VA 23435
Co-Debtor

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John Russell Bollinger, Esquire
Liudmyla N. Mozgova, Esquire
Kathryne Mary Rose Shaw, Esquire
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